IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

CHAMBER SUMMONS NO.333 OF 2006
IN
SUIT NO.2160 OF 2005

Ashok Narhari Gore Plaintiff

versus

M/s.Reliance Infocom Ltd. Defendants

Mr.S.C.Kothari i/by Shroff & Co. for plaintiff.

Mr.V.Shukla for defendants.

CORAM : S.C.DHARMADHIKARI, J.

DATE : 10th April 2006

PC :

1. The plaintiff has filed a suit in this Court for a direction to the defendant to remove the set up boxes, fixtures and fittings and other articles put up on the terrace of the building "Sai Prasad" and for further direction to the defendant to deposit a sum of Rs.1.00 lakh per month in this Court for illegal use and occupation of the terrace of the suit premises.

2. When an application for ad-interim relief was

made in the suit in a Notice of Motion, being Notice of Motion No.689 of 2006, which was taken out in this suit, a statement was made by the defendants that they have assigned the suit premises in favour of M/s.Vaishali Associates. Thereafter, the present Chamber Summons is being taken out for direction to the defendants to disclose all such documents as would substantiate the above statements and also enable the plaintiff to amend the plaint and implead the so called assignee.

3. When this Chamber Summons was placed before me on 21st March 2006 I had adjourned it to today to enable Shri Shukla appearing for defendants to file an affidavit as also to hand over copy of the agreement entered into with the builder and the NOC which is purportedly issued by the plaintiff to install the antenna.

4. Shri Kothari for plaintiff and Shri Shukla agree that the documents which are necessary for the purposes of defendants' assertion and in their possession have been handed over. The Chamber Summons is duly served on the respondents and there is an acknowledgement which is annexed to the affidavit proving service.

5. In my view, the plaintiff has filed this suit for declaration with regard to the terrace of a premises which are situate in a co-operative housing society. Plaintiff is one of the flat purchaser. The plaintiff is using and occupying the suit premises and claims that the terrace is for the purposes of his exclusive use, occupation and enjoyment and relies upon an agreement in that behalf.

6. Once the defendant claims to have assigned the suit premises, then for the purposes of effective and complete adjudication of the controversy and passing appropriate decree in the suit, it would be desirable that all the respondents are impleaded as party defendants. One of the objects of granting amendment is to avoid multiplicity of proceedings as well. In these circumstances, Chamber Summons is granted in terms of prayer clause (a). Amendments to be carried out within a period of two weeks. Upon amendments being carried out and amended plaint being served on the parties including the present defendant, it would be open for the plaintiff to apply for appropriate interim reliefs and all contentions in that behalf of both sides are kept

open.

7. It would be open for the defendant to file additional written statement so also for the added defendants to file their written statement and all this be done within a period of six weeks from the date of receipt of copy of amended plaint. Chamber Summons disposed of accordingly.

(S.C.DHARMADHIKARI, J.)